

Applicant Name: _____

Authorized by Ordinance No. 100192

City of San Antonio

HUMAN DEVELOPMENT SERVICES FUND APPLICATION/ CONTRACT PACKET



The Human Development Services Fund Application may be obtained from the Mayor and City Council District Offices or downloaded at www.sanantonio.gov/rfp/ click on the HDSF tab.

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I. Overview

Through the Human Development Services Fund (HDSF), the City of San Antonio seeks to support the City Council priorities of Family Strengthening, Youth Development, Workforce Development, and Community Safety Net. The Mayor and City Council members are allocated General Fund dollars each year for their HDSF budget. The budgeted amount varies depending on the adopted budget and includes outstanding balances carried forward from previous years.

II. Scope of Services

1. HDSF funding initiatives, projects, and expenditures are as follows:

A. Family Strengthening Initiatives: Families will achieve economic success through financial literacy, personal savings and debt reduction. By serving as their child's first teacher, families will ensure their children are fully prepared for school, schools are ready for children, and the community supports school readiness activities. Also, high quality early education and after school care that enhances children's academic and civic preparedness and supports their working parents.

Eligible projects include:

Assistance to prevent child abuse and neglect; parent involvement education; family literacy; school readiness; quality of care improvement/enhancement for early childhood education; direct child care assistance that includes early care and after school programs; financial literacy initiatives; financial security and multi-benefit outreach including Volunteer Income Tax Assistance (VITA); food stamps; Children's Health Insurance Program (CHIP); Women, Infants and Children Program (WIC); and subsidized child care to support working families; Individual Development Account (IDA) Program; fair housing activities; and elimination of predatory lending.

Eligible expenditures include:

Events; equipment; supplies; vehicles; award ceremonies and recognitions; direct child care or after school programs; Individual Development Account (IDA) local matching funds made in accordance with all federal law.

B. Youth Development Initiatives: Provide recreational, learning opportunities and character traits training that builds resiliency and increases the overall developmental assets of youth.

Eligible projects include:

Mentoring services, academic enrichment; life skills training, mentoring, and career exploration; delinquency prevention; character traits education; community service opportunities; and recreational and summer youth programs.

Eligible expenditures include:

Events; equipment; supplies; educational fieldtrips; program-identifying sportswear; sports equipment; award ceremonies and recognitions; sponsoring youth at leadership development events.

C. Workforce Development Initiatives: Raise the education and skill level of San Antonio's workforce.

Eligible projects include:

Adult literacy; transitional job training; post secondary education; skilled job training; and support services.

Eligible expenditures include:

Events; equipment; supplies; tuition and fees; and scholarships for higher education

- Allocations made for scholarships, at minimum, should meet the following criteria:
 - a) Service Provider must be a city of San Antonio resident;
 - b) Service Provider should maintain a “B” average throughout high school;
 - c) Service Provider should maintain a 95% attendance rate throughout high school; and
 - d) Service Provider must enroll full-time (i.e., a minimum of 12 semester hours) in a junior college or university.
- Waivers to these criteria can be approved in writing by the Director of the Department of Community Initiatives.

D. Community Safety Net Initiatives: Strengthens the community safety net to promote the overall health of our most vulnerable residents, and address the issues of hunger and homelessness.

Eligible projects include:

Emergency assistance; hunger services; homeless services; crisis intervention; domestic violence; elderly and disabled services; Comprehensive Nutrition Program; substance abuse prevention; health related programs; neighborhood watch programs; efforts to promote neighborhood involvement; neighborhood clean-up on public property or as part of an official City program; graffiti clean-up; injury prevention projects.

Eligible expenditures include:

Events; equipment; supplies; senior activities; program-identifying sportswear; kitchen equipment; vehicles; award ceremonies and recognitions; public health projects designated as a significant public health risk by the San Antonio Metropolitan Health District.

2. HDSF may not be used for:

- a) Any sectarian or religious facility or activity;
- b) Projects deemed duplicative in nature;
- c) Arts projects not directly related to a human development purpose;
- d) Services which are primarily commercial;
- e) Programs devoted primarily to political advocacy;
- f) Permanent improvements to any non-City owned structure or property;
- g) Expenditures for the primary benefit of an individual;
- h) Services and/or product must not be subject to any proprietary interest; or
- i) General operating expenses.

III. Eligible Entities

1. The following eligibility criterion is applicable to all Service Providers that receive funding support from the HDSF:

The Service Provider must be a provider of services that principally address community needs of the people of the City of San Antonio.

2. Allocations shall not be made to an individual.
3. Service Providers must be in operation and providing the services for which funding is requested for a minimum of one year to be eligible to receive HDSF in excess of \$5,000.00.

Types of Service Providers

1. City of San Antonio departments serving an HDSF public purpose.
2. Non-Profit Organizations showing proof of having filed as a not-for-profit corporation (tax exempt status as determined by the IRS under section 501(c)(3) of the Internal Revenue Code) or be an affiliate of a corporation having a not-for-profit charter elsewhere in Texas or in the United States. Additionally, the Service Provider must show proof of exemption from franchise taxes by the State Comptroller.
3. Faith Based Organizations are organizations that are religiously oriented, regardless of whether or not religious activities are their primary function. This can include houses of worship, congregations, private schools, hospitals, thrift stores or any other organization whose mission is based on religious principles. All services, programs and events funded by HDSF and provided by faith-based organizations must be open to and used by the public.
4. Neighborhood Associations or other legally formed organizations with its purpose defined as serving the community.
5. Governmental Entity is a municipality, county, school district, or other political subdivision of the State of Texas. A governmental entity may only request HDSF for projects for which it is not responsible to carry out under its own charter or mandates. (This limitation does not apply to the City of San Antonio departments and/or projects.) HDSF should not be provided to other governmental entities for carrying out their functions except for joint projects where City programs are also involved. (Example: HDSF cannot be expended to purchase materials directly for a school district for student instruction during normal school hours.)

IV. Application Requirements

The HDSF Application Packet shall include the following items in the following sequence:

1. CITY OF SAN ANTONIO HUMAN DEVELOPMENT SERVICES FUND APPLICATION/CONTRACT:
Service Providers making requests of HDSF shall complete a City of San Antonio Human Development Services Funds Application/Contract (**Attachment A and Attachment B**) and is available for download on the City's website at www.sanantonio.gov/rfp (click on tab entitled, "HDSF").
 - Proposed services shall be targeted at a clearly defined population and/or geographic area(s) and shall address quantifiable participant outcomes compatible with human development priorities defined by the City Council.
 - Allocations should support a one-time event, purchase, or service in connection with a human development related program and should not support on-going service provider operations.
2. VERIFICATION OF FEDERAL TAX IDENTIFICATION NUMBER:
Service Providers shall provide a copy of their 501(c)(3); verifiable federal tax identification form; or social security number.
3. INTERNAL REVENUE SERVICE TAXPAYER IDENTIFICATION NUMBER REQUEST AND CERTIFICATION:
Completed Taxpayer Identification Number Request (**Attachment C**).

V. Submission of Application

1. Service Providers shall sign and submit the HDSF Application Packet, listed in Section V, to the Mayor / Council District Office at the following address:

Mayor or Council District _____ (number)
City of San Antonio P.O. Box 839966
San Antonio, Texas 78283-3966

- City wide projects may be supported by multiple council districts. In the event that funding from more than one council district is sought, the Service Provider should submit separate applications to each Council District Office and the Mayor's Office.
 - If the Mayor or a Councilperson desires to seek HDSF funding from other Council Districts, for a particular project, he or she shall submit a Council Request for Consideration to the City Clerk's Office for the matter to be placed on the City Council Agenda for consideration, and approval, whether or not the expenditure is collectively less than \$25,000.00.
2. Completed application packets will be accepted by the Council District or Mayor's office at any time throughout the fiscal year.
 3. The submission of an application does not commit the City to enter into a Contract, award any services related to this application, nor does it obligate the City to pay any costs incurred in preparation or submission of an application or in anticipation of a contract.

VI. Award of Contract

1. The Mayor or a Councilperson, as applicable, should forward a memorandum to the Director of the Department of Community Initiatives authorizing the HDSF allocation amount and indicating the selected Service Provider. The memorandum should include the HDSF Application Packet outlined in Section IV.
2. Upon receipt of HDSF Application Packet and authorization from the Mayor or Council District Office, the Department of Community Initiatives determines whether the expenditure is allowable and the funds are available.
 - Funding to eligible entities will be coordinated and monitored by the Department of Community Initiatives.
 - The Application does not commit City to enter into a Contract, award any services related to the Application, nor does it obligate City to pay any costs incurred in preparation or submission of an application or in anticipation of a contract.
3. After an authorized City official signs the Application/Contract, the Application/Contract is considered fully executed.
4. Payment should be made on a reimbursement basis. Service Providers must submit all receipts / invoices to the Department of Community Initiatives for those one-time events and purchases for which HDSF will be used. The Department of Community Initiatives sends Requests for Payment to the City's Finance Department once receipts / invoices are received from the Service Provider. The Finance Department prepares a check and mails the check to the Service Provider.

HDSF Application Checklist

1.	CITY OF SAN ANTONIO HUMAN DEVELOPMENT SERVICES FUND APPLICATION/CONTRACT – Attachments A and B (includes a list of the board members with their contact information and a service provider fact sheet)	_____
2.	VERIFICATION OF FEDERAL TAX IDENTIFICATION NUMBER (i.e. a copy of IRS letter or other official tax forms)	_____
3.	IRS TAXPAYER IDENTIFICATION NUMBER REQUEST (Substitute W-9 Form)	_____

**Total Amount Requested: \$**_____

Project Name:_____ hereinafter referred to as “the Project”

E-mail Address: _____ **Phone No.:** _____ **Fax No.:** _____

Contact Person:

HDSF CAN BE EXPENDED ON COMMUNITY EVENTS, SUPPLIES/EQUIPMENT, SCHOLARSHIPS FOR HIGHER EDUCATION, VEHICLES AND DIRECT CHILD CARE.

Please indicate below how these funds will be spent by category.

Dollar Amount Requested for **Community Event**: \$

Name of the Event: _____

Date of the Event:

Is the event open to the public? _____ (If yes, please answer the questions below)

Is there participant fee? _____ If yes, can fee be waived? _____ Fee: \$ _____

Dollar Amount Requested for **Supplies / Equipment**: \$_____

If the Service Provider is purchasing equipment / supplies, are services provided to the public?_____

Please provide a detailed list below of the supplies and equipment to be purchased and the approximate cost of each item (*please do not use name brands in description*):

<div style="margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="text-align: right; margin-top: -5px;">\$</div> </div> <div style="margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="text-align: right; margin-top: -5px;">\$</div> </div> <div style="margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="text-align: right; margin-top: -5px;">\$</div> </div> <div style="text-align: right;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="text-align: right; margin-top: -5px;">\$</div> </div>	<div style="margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="text-align: right; margin-top: -5px;">\$</div> </div> <div style="margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="text-align: right; margin-top: -5px;">\$</div> </div> <div style="margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="text-align: right; margin-top: -5px;">\$</div> </div> <div style="text-align: right;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="text-align: right; margin-top: -5px;">\$</div> </div>
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Please attach a separate sheet if you require additional space to list items.

Dollar Amount Requested for **Scholarships**: \$ _____

Name of Scholarship Fund: _____

Is this an annual Scholarship? _____

Number of scholarships to be awarded: _____ Dollar amount per award: \$ _____

Dollar Amount Requested for a **Vehicle** (full amount): \$ _____ (partial amount) \$ _____

Year of Vehicle: _____

Make / Model: _____

Vehicle Identification Number: _____

Dollar Amount Requested for **Direct Child Care**: \$ _____

Name of Child Care Program _____

How many children will be served? _____ Cost per child: \$ _____

Is there participant fee? _____ If yes, can fee be waived? _____ Fee: \$ _____

For Council District Office use only:

Approved Funding for Community Event:	\$ _____
Approved Funding for Supplies / Equipment:	\$ _____
Approved Funding for Scholarships:	\$ _____
Approved Funding for Vehicle:	\$ _____
Approved Funding for Direct Child Care	\$ _____

Total Amount Approved: \$ _____

Council District Contact: _____

The undersigned by his or her signature below represents that he/she is authorized to bind the Service Provider to fully comply with this HDSF Application/Contract, which includes the HDSF Application/Contract Terms and Conditions, attached hereto and incorporated herein as Exhibit I (this HDSF Application/Contract including Exhibit I maybe collectively referred to herein as "HDSF Application/Contract"). As evidenced by the signature below, the Service Provider agrees and certifies that he/she has read the HDSF Application/Contract and agrees to comply with the terms of said HDSF Application/Contract. The Service Provider also agrees to

accept the amount of funds and that which is to be purchased with said funds which have been approved by the Mayor/Councilperson as set forth above. Service Provider acknowledges that certain terms or conditions of this HDSF Application/Contract may be modified by the City of San Antonio prior to the City's execution of the HDSF Application/Contract and hereby agrees that by acceptance of any funds or other benefits from the City in connection with said contract, that it fully accepts all terms and conditions as set forth and/or modified by the City. In consideration for the grant of said funds to the Service Provider by the City, Service Provider agrees that the funds will be used to fulfill the following public purpose(s): (Department of Community Initiatives shall complete the following section)

For the Department of Community Initiatives use only:

1. Support community recreation to youth, elderly, or low income and disabled persons:_____
2. Provide education and training for the community: _____
3. Provide neighborhood revitalization for the community:_____
4. Promote the professional needs of the City and prepare the workforce for productive employment:_____
5. Prevent homelessness:_____
6. Promote family, social and economic stability:_____
7. Promote the health, safety and welfare of the community:_____

This HDSF Application/Contract has been executed on this _____ day of _____, _____ . (Date is entered by City Officials after signature.)

CITY OF SAN ANTONIO

Legal Name of Organization

By:_____
Authorized City Official

By:_____
Authorized Signer from Service Provider

Print Name:_____

Title:_____

Attachment B
Exhibit I
Human Development Service Fund (HDSF) Application/Contract (Contract) Terms and Conditions

I. The following terms and conditions apply to all HDSF Contracts:

1. Service Provider agrees to provide CITY with invoices to support the expenditures under this Contract no later than thirty (30) days from the date that Service Provider makes such expenditures. If after making said expenditures, there is excess funds, Service Provider can, in accordance with the terms of this Contract, expend such funds on items that are substantially similar to those requested in this Application/Contract.
2. This Contract is not assignable and funds received as a result hereof shall only be used by the parties stated herein.
3. None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.
4. Service Provider shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.
5. Service Provider shall receive prior written approval from the CITY before committing Human Development Service Funds as a match for any state or federal grant.
6. Service Provider agrees and understands that, it and all persons designated by it to provide services in connection with this Contract, is (are) and shall be deemed to be an independent Service Provider(s), responsible for its (their) respective acts or omissions, and that CITY shall in no way be responsible for Service Providers actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
7. For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:

Director
Department of Community Initiatives
115 Plaza De Armas, Suite 210
San Antonio, Texas 78205

Service Provider:

(The address of the Service
Provider is referenced on
page 7 of this Contract)

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

8. If any provision of this Contract is for any reason held to be unconstitutional, void, or invalid, the remaining provisions or sections contained herein shall remain in effect and the section so held shall be reformed to reflect the intent of the parties.
9. The parties hereto expressly acknowledge and agree that, with regard to the subject matter of this Contract and the transactions contemplated herein (1) there are no oral Contracts between the parties hereto; and (2) this Contract, including the defined terms and all exhibits and addenda, if any, attached hereto, (a) embodies the final and complete Contract between the parties; (b) supersedes all prior and contemporaneous negotiations, offers, proposals, Contracts, commitments, promises, acts, conduct, courses of dealings, representations, statements, assurances and understandings, whether oral or written, and (c) may not be varied or contradicted by evidence of any such prior or contemporaneous matter or by evidence of any subsequent oral Contract of the parties hereto.
10. All items to be purchased by the Service Provider which may include equipment/supplies, events, motor vehicles and scholarships may hereinafter be referred to as "items."
11. Service Provider acknowledges that it is informed that the Charter of the CITY of San Antonio and its Ethics Code prohibit a CITY officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the CITY or any CITY agency such as CITY owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the CITY or in the sale to the CITY of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a CITY officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a sub Service Provider on a CITY contract, a partner or a parent or subsidiary business entity.
12. Pursuant to section 11 above, Service Provider warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the CITY. Service Provider further warrants and certifies that it has tendered to the CITY a Discretionary Contracts Disclosure Statement in compliance with the CITY'S Ethics Code.

II. Service Provider agrees to comply with the following terms and conditions for all expenditures made for equipment/supplies:

1. Accounting records for all expenditures shall be maintained by Service Provider in accordance with generally accepted accounting practices. Service Provider further agrees to maintain records verifying the use of the items in connection with the Project described in this Contract. These records shall be maintained from the date of execution of this Contract until the date on which the item is no longer used for the Project. All of the above-described records shall be subject to audit by the CITY or its contracted auditor.
2. This Contract will commence immediately upon execution hereof and shall terminate when the Service Provider no longer uses the item in connection with the Project described in this Contract. If Service Provider fails to use the item in connection with the Project described in this Contract, the Service Provider shall notify the CITY immediately in such case.
3. In the event that Service Provider fails to meet any of its obligations under this Contract, or the CONTRACT terminates because the Service Provider no longer uses the items in connection with the Project described in this Contract, the CITY shall have the option to require the Service Provider to 1) refund to the CITY any amounts which were not expended in accordance with the terms of this Contract or 2) return the items described in this Contract to the CITY. The CITY shall provide Service Provider with written notice of such election and Service Provider shall have fifteen (15) days from the date CITY delivers such notice to Service Provider to provide CITY with said funds or items.

III. Service Provider agrees to comply with the following terms and conditions for all expenditures made for events:

1. Accounting records for all expenditures shall be maintained by Service Provider in accordance with generally accepted accounting practices, and shall be subject to audit by the CITY or its contracted auditor. These records shall be maintained for a period of three years from the effective date of this Contract.
2. This Contract shall commence immediately upon execution hereof and shall terminate on **September 30, 2006**.
3. In the event that all of the above-described funds are not used for the purposes set forth herein and in accordance with all terms and provisions hereof, Service Provider agrees to refund any amounts to the CITY which were not used in accordance with these terms within thirty (30) days of the end of the Project or **September 30, 2006**, whichever occurs earlier.
4. Service Provider shall be responsible for insuring its employees and sub-Service Providers for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this Contract, Service Provider will attach a waiver of subrogation in favor of the CITY.

Service Provider shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the CITY be required to maintain any insurance coverage for Service Provider.

5. **INDEMNITY** Any and all of the employees of the Service Provider, wherever located, while engaged in the performance of any work required by the CITY under this Contract shall be considered employees of the Service Provider only, and not of the CITY, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Service Provider

The Service Provider INDEMNIFIES, SAVES, and HOLDS HARMLESS the CITY against all claims, demands, actions or causes of action of whatsoever nature or character, as permitted by law, arising out of or by reason of the execution or performance of the work provided for herein and further agrees to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any Workers' Compensation claim of whatsoever character arising herein.

IV. Service Provider agrees to comply with the following terms and conditions for all expenditures made for motor vehicles (Where City has granted funds to Service Provider to pay for the entire motor vehicle):

1. The Contract shall commence upon execution of this Contract and shall terminate when the Service Provider no longer uses the motor vehicle described herein in connection with the Project.

2. In consideration of the payment of the sum of set forth herein to Service Provider by the CITY, Service Provider agrees to spend these funds only for the purchase of the motor vehicle described herein for the Project. Service Provider agrees to provide CITY with invoices to support the expenditures under this Contract and documentation indicating the VIN number for the motor vehicle purchased no later than thirty (30) days from the date that Service Provider makes such expenditures. The documentation indicating the VIN number of the motor vehicle shall become a part of the Application/Contract upon the CITY's receipt of said documentation.

3. For each year throughout the term of this Contract, Service Provider shall ensure that use of the motor vehicle referenced in this Contract is used to transport individuals residing in the City of San Antonio to and from the Project and any related special events in order to provide the public purpose set forth herein.

4. Service Provider agrees that the motor vehicle described in this Contract shall not be used for any religious purposes.

5. Accounting for all expenditures shall be maintained by Service Provider in accordance with generally accepted accounting practices, and shall be subject to audit by the CITY or its contracted auditor. These records shall be maintained for a period of three years from the termination date of this Contract. Service Provider further agrees to provide CITY on the yearly anniversary date of the execution of this Contract, for the term of this Contract, a letter certifying that the use of the motor vehicle described herein was for the public, non-religious purposes set forth herein.

6. In the event that Service Provider fails to meet any of its obligations under this Contract, or the Contract terminates because the Service Provider no longer uses the motor vehicle described herein in connection with its Senior Nutrition Program described in this Contract, the CITY shall have the option to require the Service Provider to 1) refund to the CITY any amounts which were not expended in accordance with the terms of this Contract or 2) return the motor vehicle described herein to the CITY. The CITY shall provide Service Provider with written notice of such election and Service Provider shall have fifteen (15) days from the date CITY delivers such notice to Service Provider to provide CITY with said funds or motor vehicle and execute any necessary documents required to transfer title of the vehicle to the CITY.

7. Prior to the Service Provider's purchase of the motor vehicle described herein, Service Provider shall furnish a completed Certificate of Insurance to the Community Initiatives Department and City Clerk's Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The CITY shall have no duty to pay or perform under this Contract until such certificate shall have been delivered to the Community Initiatives Department and the City Clerk's Office and no officer or employee shall have authority to waive this requirement.

The CITY reserves the right to review the insurance requirements of this section during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the City's Risk Manager, based upon changes in statutory law, court decisions, or circumstances surrounding this Contract; in no instance will the CITY allow modification whereupon the CITY may incur increased risk.

A Service Provider's financial integrity is of interest to the CITY, therefore, subject to Service Provider's right to maintain reasonable deductibles in such amounts as are approved by the CITY. Service Provider shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Service Provider's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the CITY, in the following types and amounts:

<u>TYPE</u>		<u>AMOUNT</u>
a. Business Automobile Liability		
i.	Owned/leased vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000.00 per occurrence.
ii.	Non-owned vehicles	
iii.	Hired vehicles	

The CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the CITY, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or

regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the CITY, the Service Provider shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost.

Service Provider agrees that with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- a. Name the CITY and its officers, employees, agents and elected representatives as additional insurers as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation policy;
- b. Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the CITY is an additional insured shown on the policy;

Service Provider shall notify the CITY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than 30 days prior to the change, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the CITY at the following address:

**City of San Antonio
Community Initiatives Department
P.O. Box 839933
San Antonio, Texas 78283-3966**

If Service Provider fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the CITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Contract; however, procuring of said insurance by the CITY is an alternative to other remedies the CITY may have, and is not the exclusive remedy for failure of Service Provider to maintain said insurance or secure such endorsement. In addition to any other remedies the CITY may have upon Service Provider's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the CITY shall have the right to order Service Provider to stop work hereunder, and/or withhold any payment(s) which become due, to Service Provider hereunder until Service Provider demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Service Provider may be held responsible for payments of damages to persons or property resulting from Service Provider's or its sub Service Providers' performance of the work covered under this Contract.

8. **INDEMNITY**. Service Provider covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against

any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to Service Provider's activities under this CONTRACT, including any acts or omissions of Service Provider, any agent, officer, director, representative, employee, consultant or subreceptient of Service Provider, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law.

IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Service Provider shall promptly advise the CITY in writing of any claim or demand against the CITY or Service Provider known to Service Provider related to or arising out of Service Provider's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at Service Provider's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving Service Provider of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by Service Provider to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. Service Provider further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

V. Service Provider agrees to comply with the following terms and conditions for all expenditures made for scholarships:

1. Allocations made for scholarships, must meet the following criteria:
 - Service Provider must be a city of San Antonio resident;
 - Service Provider must have maintained a "B" average throughout high school;
 - Service Provider must have maintained a 95% attendance rate throughout high school; and

- Service Provider must enroll full-time (i.e., a minimum of 12 semester hours) in a junior college or university.
- Waivers to the above criteria can be approved in writing by the Director of the Department of Community Initiatives.

2. Accounting records for all expenditures shall be maintained by Service Provider in accordance with generally accepted accounting practices, and shall be subject to audit by the CITY or its contracted auditor. These records shall be maintained for a period of three years from the effective date of this contract.

3. This Contract will commence immediately upon execution hereof and shall terminate on **September 30, 2006**.

4. In the event that all of the above-described funds are not used for the purposes set out in this Contract and in accordance with all terms and provisions hereof, Service Provider agrees to refund any amounts to the CITY which were not used in accordance with these terms within thirty (30) days of the end of the Project or **September 30, 2006**, whichever occurs earlier.

VI. Service Provider agrees to comply with the following terms and conditions for all expenditures made for motor vehicles (Where City has granted funds to Service Provider to pay for part of the purchase price of the motor vehicle):

1. This Contract shall commence upon execution of this Contract and shall terminate ten years (10) thereafter or when the Service Provider no longer uses the motor vehicle described herein in connection with the Project.

2. In consideration of the payment of the sum set forth herein to Service Provider by the CITY, Service Provider agrees to spend these funds only for the purchase of the motor vehicle described herein for the Project. Service Provider agrees to provide CITY with invoices to support the expenditures under this Contract and documentation indicating the VIN Number for the motor vehicle purchased no later than thirty (30) days from the date that Service Provider makes such expenditures.

3. For each year throughout the term of this Contract, Service Provider shall ensure that use of the motor vehicle referenced in this Contract is used to transport individuals residing in the City of San Antonio to and from the Project and any related special events in order to promote the public purpose set forth herein.

4. Service Provider agrees that the motor vehicle described in this Contract shall not be used for any religious purposes.

5. Accounting for all expenditures shall be maintained by Service Provider in accordance with generally accepted accounting practices, and shall be subject to audit by the CITY or its contracted auditor. These records shall be maintained for a period of three years from the termination date of this Contract. Service Provider further agrees to provide CITY on the yearly anniversary date of the execution of this Contract, for the term of this Contract, a letter certifying

that the use of the motor vehicle described herein, was for the public, non-religious purposes set forth herein.

6. In the event that Service Provider fails to meet any of its obligations under this Contract, or the Contract terminates because the Service Provider no longer uses the motor vehicle described herein in connection with the Project, the Service Provider shall refund to the CITY a certain amount on a prorated basis for each year remaining on the term of this Contract from the date of any of the above occurrences. Service Provider shall pay the CITY a prorated amount for any portion of a year remaining on this Contract. The Service Provider shall pay the CITY such funds no later than thirty (30) days from the date the CITY request in writing such funds from Service Provider.

7. **INSURANCE.** Prior to the Service Provider's purchase of the motor vehicle described in this Contract, Service Provider shall furnish a completed Certificate of Insurance to the Community Initiatives Department and City Clerk's Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The CITY shall have no duty to pay or perform under this Contract until such certificate shall have been delivered to the Community Initiatives Department and the City Clerk's Office and no officer or employee shall have authority to waive this requirement.

The CITY reserves the right to review the insurance requirements of this section during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the City's Risk Manager, based upon changes in statutory law, court decisions, or circumstances surrounding this Contract; in no instance will the CITY allow modification whereupon the CITY may incur increased risk.

A Service Provider's financial integrity is of interest to the CITY, therefore, subject to Service Provider's right to maintain reasonable deductibles in such amounts as are approved by the CITY. Service Provider shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Service Provider's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the CITY, in the following types and amounts:

<u>TYPE</u>	<u>AMOUNT</u>
a. Business Automobile Liability	
i. Owned/leased vehicles	Combined Single Limit for Bodily
ii. Non-owned vehicles	Injury and Property Damage of
iii. Hired vehicles	\$1,000,000.00 per occurrence.

The CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the CITY, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or

regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the CITY, the Service Provider shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost.

Service Provider agrees that with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- a. Name the CITY and its officers, employees, agents and elected representatives as additional insurers as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation policy;
- b. Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the CITY is an additional insured shown on the policy;

Service Provider shall notify the CITY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than 30 days prior to the change, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the CITY at the following address:

**City of San Antonio
Community Initiatives Department
P.O. Box 839933
San Antonio, Texas 78283-3966**

If Service Provider fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the CITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Contract; however, procuring of said insurance by the CITY is an alternative to other remedies the CITY may have, and is not the exclusive remedy for failure of Service Provider to maintain said insurance or secure such endorsement. In addition to any other remedies the CITY may have upon Service Provider's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the CITY shall have the right to order Service Provider to stop work hereunder, and/or withhold any payment(s) which become due, to Service Provider hereunder until Service Provider demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Service Provider may be held responsible for payments of damages to persons or property resulting from Service Provider's or its sub Service Providers' performance of the work covered under this Contract.

8. **INDEMNITY**. Service Provider covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions,

demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to Service Provider's activities under this CONTRACT, including any acts or omissions of Service Provider, any agent, officer, director, representative, employee, consultant or subrecipient of Service Provider, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law.

IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Service Provider shall promptly advise the CITY in writing of any claim or demand against the CITY or Service Provider known to Service Provider related to or arising out of Service Provider's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at Service Provider's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving Service Provider of any of its obligations under this paragraph.

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VII. Service Provider agrees to comply with the following terms and conditions for all expenditures made for child care:

1. Accounting records for all expenditures shall be maintained by Service Provider in accordance with generally accepted accounting practices, and shall be subject to audit by the CITY or its contracted auditor. These records shall be maintained for a period of three years from the effective date of this Contract.

2. This Contract will commence immediately upon execution hereof and shall terminate on **September 30, 2006**.

3. In the event that all of the above-described funds are not used for the purposes set forth herein and in accordance with all terms and provisions hereof, Service Provider agrees to refund any amounts to the CITY which were not used in accordance with these terms within thirty (30) days of the end of the Project or **September 30, 2006**, whichever occurs earlier.

4. Service Provider shall be responsible for insuring its employees and sub-Service Providers for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this Contract, Service Provider will attach a waiver of subrogation in favor of the CITY.

Service Provider shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the CITY be required to maintain any insurance coverage for Service Provider.

5. Service Provider covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to Service Provider's activities under this Contract, including any acts or omissions of Service Provider, any agent, officer, director, representative, employee, consultant or sub Service Provider of Service Provider, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Contract, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law.

IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Service Provider shall promptly advise the CITY in writing of any claim or demand against the CITY or Service Provider known to Service Provider related to or arising out of Service Provider's activities under this Contract and shall see to the investigation and defense of such claim or demand at Service Provider's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving Service Provider of any of its obligations under this paragraph.

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6. Termination for Cause

Adverse actions against the Service Provider include but are not limited to: suspension, termination, or non-renewal of the agreement; the closing of intake; removal of the CITY referred children; temporary withholding of payments; non-payment for child care services delivered; and recoupment of funds paid to the Service Provider.

The CITY will terminate this agreement immediately if the Service Provider loses its license or registration status or the Service Provider is not insured as required.

The CITY may terminate this agreement if serious corrective or adverse action(s) are taken by the state licensing agency; there are continued non-compliances with the state or local licensing agency; or an owner or employee of the Service Provider is convicted of fraud.

The Service Provider agrees that they will not receive payment for any child-care services provided during any time period not covered by a current license or registration, the required amount of liability insurance, or a current agreement.

The Service Provider also agrees that they will not receive payment for any child-care services provided for any child on any day that the number of children attending exceeds the licensed/registered capacity of the facility.

For Office Use Only
Vendor Number
1099 YES NO

To simplify the process, we have provided two methods to respond. The form may be sent via mail by folding the form with the City Address in front and taping all three open sides. Or you may simply fax to (210) 207-8680. If you have any questions, please contact Accounts Payable at (210)207-8283. **If you are completing this form for the HDSF Application Packet, please include it the packet.**

- ☐ a. Individual
- ☐ b. Sole Proprietorship
- ☐ c. Partnership
- ☐ d. Corporation

- City _____ State _____ Zip Code _____

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|-----|--|--|--|---|---|--|--|--|---|--|--|--|
| TIN | | | | - | | | | | | | | |
| SSN | | | | | - | | | | - | | | |

- ☐ 1. Corporation (payments for medical services are excluded)
- ☐ 2. Exempt from tax under section 501(a) of IRC (including religious, charitable, & educational foundation)
- ☐ 3. The United States or any of its agencies or instrumentalities (including any political subdivisions)
- ☐ 4. A real estate investment trust
- ☐ 5. A common trust fund operated by a bank under Section 584 (a)
- ☐ 6. A financial institution
- ☐ 7. Other

DATE _____

TITLE

FOR OFFICE USE ONLY Vendor # _____ Vendor Name _____